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Current Topics.

Lord Dunedin.

ALTHOUGH HE has now retired from judicial work, Lord DUNEDIN, whom we may fittingly call one of the grand old men of the law, has obviously abated nothing of his interest in law or its administration. Last week he contributed an informative article to a popular weekly, bringing out in very clear terms some of the vital differences between English and Scottish law, and with the natural *perfervidum ingenium Scotorum*, it is not surprising that he thinks, on many of those points of divergence, that the advantage lies with his own country. This may be so, but Englishmen, with that gravity which marks their public deportment, are, for the most part, quite content with their own system of law and its administration. On the other hand, there is much to be said for a comparative study of different systems of law; this is the *raison d'être* of the Society of Comparative Legislation, a body which, during its history, has done an immense amount of useful work in bringing to a focus the varying laws of different countries and thus opening up avenues of research and thought which would have been otherwise inaccessible. Each system may profitably borrow from those of other countries, thus adopting the principle said to have been acted on by MOLIÈRE, to "*prendre son bien où il le trouva.*" To return to Lord DUNEDIN: during his long career he has shown an activity, intellectual and physical, which has been remarkable. At Harrow, where he was a pupil of Dr. WESTCOTT, he combined elegance of scholarship with considerable skill as a racquets player, and from Cambridge he carried away more than enough learning for all the practical purposes of his profession. As a vigorous advocate, as the holder of the highest offices open to a Scottish lawyer, that of Lord Advocate and Lord President of the Court of Session; as Secretary for Scotland, and, finally, as a distinguished Lord of Appeal, he has shown himself in the very front rank of judges, a worthy successor of his countryman, Lord WATSON. There was once a great English lawyer who, after tasting the sweets of life, placed them in this order: "I would rather go to church than go to the play; I would rather go to the play than go shooting; I would rather argue before Lord WATSON than go to church." Not many may be built on these lines, but it was a remarkable tribute to the great law lord; probably the same would have been said by the same person and with equal truth of Lord DUNEDIN.

Hire Purchase Finance.

THE DECISION of EVE, J., in *In re George Inglefield Ltd.*, upon which we commented in an article entitled "Hire Purchase Finance and the Companies Act, 1929," in our issue of 26th March last, p. 210, has been taken to the Court of Appeal, and has there been unanimously reversed (1932, W.N. 161). It may be remembered that the question raised in the case was whether an agreement between a company dealing in furniture on the hire purchase system and a discount company, whereby the hire transactions were financed, the discount company taking an assignment of the furniture, subject to and with the benefit of the agreement with the hirer, was, as it professed to be, an out-and-out sale, or merely a concealed mortgage or charge to enable the dealer to receive the price less discount at an agreed rate, in advance. In the latter case it was contended by the liquidator of the dealing company that it was a mortgage of book debts and that every assignment made under it, not having been registered under the Companies Act, 1929, was void against creditors. The case was undoubtedly a difficult one, and left room for considerable difference of opinion. The decision of EVE, J., was largely based on one clause in the agreement, which appeared to be inconsistent with the idea of an absolute assignment and to amount to what we may call a camouflaged equity of redemption. It is a little difficult to imagine an absolute assignment of property under which the assignee is precluded from making any profit except a fixed charge dependent on the bank rate of discount. But the probable answer to this criticism is that it depends on the nature of the property assigned. *The Weekly Notes* simply records the reversal of the decision of the learned judge below, without giving any reasons, but we have had an opportunity of perusing the judgments delivered. Lord HANWORTH, M.R., said that cl. 18 of the agreement, which was relied on as being an equity of redemption, only came to this, that when the discount company were fully paid what they expected to receive under the hire purchase agreements any further payment was to belong to the dealer. And LAWRENCE, L.J., said that the clause was intended to meet the case, which might conceivably happen, of the discount company receiving payment both from the hirer and the guarantors. ROMER, L.J. laid down in his judgment three essential tests to distinguish a sale from a mortgage or charge, as follows: (1) in a sale the vendor could not get back the subject-matter of the sale by returning the price: in the case of a mortgage he was entitled to do so; (2) if a mortgagee realised the subject-matter of the mortgage for a sum more than sufficient to cover principal, interest and costs, he had to account to the mortgagor for the balance; but (3) if the amount so realised was insufficient to repay the mortgagee, he was entitled to receive the balance from the mortgagor, either under a covenant to pay, or as a simple contract debt. In all three respects he held that the documents had the attributes of a sale and purchase and not of a mortgage or charge. Another point which was perhaps not fully considered below was what happened in the case of a default by the hirer. It was made clear that in that case the furniture and all rights over it vested in the discount company, who would immediately give notice of the assignment, which there was no need to do if the hirer duly exercised his option of purchase. In no case was any furniture subject to the agreement ever returned to the dealer.

"A Coach and Four."

THE OLD pastime of attempting to drive a coach and four through an Act of Parliament was almost literally re-enacted in the Divisional Court on 13th July in the two successive cases of *Osborne* v. *Richards*, and *Birmingham and Midland Motor Omnibus Co., Ltd.* v. *Nelson* (*The Times*, 14th July). In the first case a motor coach proprietor had let at a charge of 10s. for each coach two coaches to a football club for the purpose of conveying supporters to the football field. The contract was entered into at the request of the coach proprietor on his pointing out his legal difficulty to the secretary of the club, but the coaches were driven by employees of the coach proprietor, and anyone who came along could have boarded the coaches and ridden therein. The proprietor was alleged to have said to a police sergeant who warned him that he ought to get a licence: "The Traffic Commissioners make these laws, but there is always a way of getting round them." He was subsequently charged with a breach of s. 72 of the Road Traffic Act, 1930, which provides (*inter alia*) that a vehicle shall not be used as a stage carriage or an express carriage except under a road service licence. Under s. 61 of the Act stage carriages are "motor vehicles carrying passengers for hire or reward at separate fares . . . stage by stage and stopping to pick up or set down passengers along the line of route, and any other motor vehicles carrying passengers for hire or reward at separate fares and not being express carriages as hereinafter defined." Express carriages are defined as "motor vehicles carrying passengers for hire or reward at separate fares . . . and for a journey or journeys from one or more points specified in advance to one or more common destinations so specified, and not stopping to take up or set down passengers other than those paying the appropriate fares for the journey or journeys in question." Contract carriages are motor vehicles carrying passengers for hire or reward under a contract expressed or implied for the use of the vehicle as a whole at or for a fixed or agreed rate or sum. Sub-sections (2) and (3) further describe "express," "stage" and "contract" vehicles. The magistrates refused to convict on the ground that there was a *bonâ fide* contract between the coach proprietor and the football club, but an appeal to the Divisional Court by way of case stated was allowed, and the case remitted to the justices to convict on the ground that the coaches were clearly being used as stage carriages. In the second case the appeal was dismissed, the stipendiary magistrate having held that offences against s. 72 had been committed where passengers on railway excursions were conveyed by the appellants' motor omnibuses, in connexion with the excursions, to the works of Cadbury Brothers and the garden village at Bournville. Mr. Justice TALBOT and Mr. Justice HUMPHREYS were, however, both doubtful whether the motor excursions in question were not special occasions for the conveyance of private parties within the meaning of s. 61, sub-s. (2), in which case the mere fact that separate payments had been made by separate members of the parties did not by itself constitute the vehicles used either "stage carriages" or "express carriages" within s. 61. The section is an extremely complicated one, but the decisions of the Divisional Court constitute an admirable testimony to the care with which it has been drafted.

Dangerous Games.

A UNANIMOUS affirmation of the decision of the Divisional Court in *Jones* v. *L.C.C.* (75 SOL. J., 857, and *ante*, 314), was reached by the Court of Appeal on 30th June. The Divisional Court had ordered judgment to be entered for the defendants on the ground that there was no evidence that they were negligent. A physical instructor in their employ ordered the plaintiff, who was an unemployed person attending a compulsory instruction centre under the Unemployment Insurance Acts, 1920 to 1930, to take part in an organised game called "riders and horses." The plaintiff permanently lost the use of his right arm in the course of the game, and obtained a verdict of £1,000 from a jury in the county court. Among the items of negligence alleged were the failure to provide any matting or to separate the boys according to sizes and weights. Five judges have therefore now given an emphatic opinion that permission or even compulsion to take part in games such as this is not negligence. In this case no serious accident had arisen out of the game during the twenty years' experience of the instructor, who testified that he had frequently seen the game played on a wooden floor and also on grass. In deciding that a jury could not reasonably find that defendants were negligent in permitting the playing of a game which had been played for the last twenty years without serious accident, the Court of Appeal is following closely the trend of its recent decisions. In *Hall* v. *Brooklands Auto-Racing Club* (*The Times*, 21st June), where a motor car at Brooklands track left the racing track and struck a spectator, it was pointed out that the track had been in use for twenty-three years and that that was the first time an accident of that nature had occurred. Lord Justice SCRUTTON said in that case, reversing a verdict and judgment entered in favour of the plaintiff at the trial before Mr. Justice MCCARDIE and a special jury, that he could not think that reasonable care required a strengthening of a barrier against a danger which had never happened in twenty-three years. Similarly, in *Fardon* v. *Harcourt-Rivington*, 48 T.L.R. 215, both the House of Lords and the Court of Appeal took the strong view that it was not negligence not to take precautions against the extraordinary accident of a dog jumping about in a closed saloon car and putting its paw through a glass panel so that a splinter entered the eye of a passer-by. As the great Scots poet says, "there's grief and care on every hand," and it would be grossly unjust if the courts unnecessarily multiplied those cares by making defendants liable for accidents which they could not reasonably be expected to anticipate.

Severity of Punishment.

THE INCREASE of crime in this country is producing the usual first reaction of any increase of crime—a demand for increased severity of punishment. Within reasonable limits the demand is one that ought to be met. But exaggerated ideas of the efficacy of severe punishment must not be entertained. If they be the result will be disappointment and a last state of things worse than the first. A letter in *The Times*, of the 4th August, from a gentleman "with fifty-two years of judicial experience at home and in the colonies" must be taken with many qualifications. He ascribes the increase of crime "to the inadequate sentences passed by judges and to the inadequate punishment provided in our prisons under our penal system." He fails to mention the "appalling increase" in unemployment, which is the most fertile cause of crime. He advocates "severe *minimum* penalties," with no reference to their unhappy results in the United States. He never "in the years he had wide judicial powers in the Transvaal" heard of a case of rape, "because it was a capital offence, and no other sentence than that of death was possible." It would be interesting to know how many cases of murder accompanied with sexual outrage occur in the Transvaal, for the punishment of death for rape is a direct incentive to the murder of the principal and often only possible witness. The matter is not so simple as it seems. The problem of crime is an increasingly grave one, but the thoughtful introduction to the last volume of Criminal Statistics, and the excellent report of the Committee on Persistent Offenders, indicate an encouraging grasp and understanding of that problem. No one need be sentimental about the perpetrators of crimes of violence, but we must not be stampeded into assuming that there is any sovereign remedy which can be quickly applied.

Criminal Law and Practice.

TECHNICAL RULES FOR INFORMATIONS AND COMPLAINTS IN SUMMARY MATTERS.

When, as happened in a case at the Bow-street Police Court quite recently, The Law Society itself preferred an information bad on the face of it as being out of time, and also for duplicity, it is apparent that there is considerable general inacquaintance with the technical requirements of procedure in courts of summary jurisdiction. Yet they are worth the small amount of study necessary for their observance, because although the watchfulness of magistrates and court officials usually saves the situation, practitioners who have neglected elementary requirements look a little foolish when their irregularity is first drawn attention to in court at the hearing; and there is also always the risk of the mistake escaping observation, and a successful appeal by the other side to follow, with its unpleasant accompaniment of defeat and costs against the prosecutor.

It has to be admitted that there is altogether needless complication in the matter, as there is with too much of the law connected with police courts. There is, for instance, no clear and logical rule as to what informations have to be in writing and what on oath. The particular statute creating the offence has to be consulted before the legal requirements can be learned.

Unless the particular statute in question demands a written or a sworn information (it may have to be both in writing and on oath) a verbal information, unsworn, is in order. But it is the practice in many courts to demand the putting into writing of all informations alleging serious offences, and no objection to this requirement is likely to be sustained by the High Court. If there is anything like a good case there should be no difficulty in preparing an information. The great essential to doing this is the making sure that every element of the offence alleged has supporting evidence. Nothing like the amount of detail required to be given at the actual hearing is necessary. The information should be at once comprehensive and concise.

The information, and the summons or warrant prepared upon it, should show a date for the offence which is within the limit of time. Section 11 of the Summary Jurisdiction Act, 1848, is the general provision upon the limit of time. It requires an information to be laid within six calendar months from the event. There is a saving for all enactments which fix some other limit, and this will operate whether the period specially fixed be less or greater than the six months of the section. The words "from" and "calendar" are of importance. The effect of the first is to make the reckoning not include the actual date of the offence; of the latter, to make the actual period of limitation variable. Thus, an information for an offence committed on 30th September is in time if laid on the 31st March following, one for an offence committed on the 31st August must be laid on or before the 28th (or 29th) February following: see *Nigotti* v. *Colville* (1879), 43 J.P. 620; 14 Cox 305.

The limit becomes extended for continuing matters, such as the failure of a company to make statutory returns: *R.* v. *Catholic Life, Fire Assurance & Annuity Corporation* (1883), 48 L.T. 675; 47 J.P. 503. But here the six months will begin to run from the last date on which the defendant company is in default, supposing the company comply with the law before prosecution. How very easily one can go wrong on this point is shown by the strange decisions of the Divorce Court on the matter of discharge of a justices' order of maintenance on the ground of adultery: see the recent decision of the Court of Appeal in *Natborny* v. *Natborny* (1932) 48 T.L.R. 590. There the matter of complaint (the rules as to complaints for orders are the same as to informations for offences) was a change in the status of the wife brought about by her act of adultery, and not the act itself.

Where the time limited runs, as it sometimes does, from discovery of the offence, care must be taken to allege, in the information, the effective date as well as the date of the actual offence, otherwise there will come into existence documents, and finally, if no amendment is made, a conviction, bad on the face. It was this slip which vitiated the information under the Solicitors Act, 1928, alluded to in the opening paragraph of this article.

Finally, the information (or complaint) must be for one offence (or one matter of complaint) only: Summary Jurisdiction Act, 1848, s. 10. We dealt at length with this requirement in an article, 75 Sol. J. 788, entitled "And/or," and it is unnecessary to repeat ourselves on the point, save once more to insist on its importance.

We might remark that certain modern statutes vary the rule, see, for example, s. 32 (1) and (2) of the Children Act, 1908, and these statutory exceptions have to be watched out for, if it is desired to avoid taking an objection that cannot be sustained.

Finally, it is to be observed that, apart from special statutory exceptions, there is no time limit for indictable offences; that there is no rule preventing the inclusion of more than one offence in one information; and that an information on oath and in writing is required by law only if a warrant is to be issued. These points are mentioned merely in contrast to the rules for summary proceedings, and because a large number of people who ought to know better sometimes confuse the law and practice as to the initiation of the one kind of proceedings with those relating to the other.

The Town and Country Planning Act, 1932.

The Town and Country Planning Act, 1932, to which the Royal Assent was given on 12th July, repeals and re-enacts with considerable amendments the enactments relating to town planning, and is to come into force on the 1st day of April, 1933. It will be possible in outlining the scope of the Act to give some idea of the respects in which it alters the law of town planning. Under the new Act local authorities, i.e., as respects the City of London, the Common Council, as respects the County of London, the London County Council, and elsewhere the councils of county boroughs and county districts, may make a town planning scheme with respect to any land whether there are or are not buildings thereon, with the general object of controlling the development of the land comprised in the area to which the scheme applies, of securing proper sanitary conditions, amenity and convenience, and of preserving existing buildings or other objects of architectural, historic or artistic interest and places of natural interest or beauty, and generally of protecting existing amenities, whether in urban or rural portions of the area. County district councils may relinquish their powers in favour of the county council, and provision is made for the appointment of joint committees of local authorities or county councils for the purpose of preparing or adopting a scheme.

It will be remembered that s. 1 of the Town Planning Act, 1925, authorised the inclusion, in the area of a scheme, of land already built upon only where such land was so situate with respect to any land likely to be used for building purposes that the general object of the scheme would be better secured by its inclusion in the town planning scheme. The scope of schemes under the new Act is much wider than under the old, and the term "development" in the new Act, therefore, requires a wider interpretation than it would otherwise have; and in s. 53 the expression is defined as including "any building operations or rebuilding operations, and any use of the land or any building thereon for a purpose which is different from the purpose for which the land or building was last being used" (subject to two provisions as to exceptional uses). But the

scope of planning schemes is considerably limited by s. 6, which provides that a resolution to prepare a scheme shall not take effect until approved by the Minister, and, in the case of land already built upon, the Minister shall not give his approval unless he is satisfied that "public improvements are likely to be made, or other development is likely to take place, within such a period of time and on such a scale as to make the inclusion of the land in a scheme expedient, or that the land comprises buildings or other objects of architectural, historic, or artistic interest, or that the land is so situate that the general object of the scheme would be better secured by its inclusion."

The interim development of land within the area of the scheme between the date of the approval of the resolution and the date of the coming into operation of the scheme (as to which see below) is permitted by the Act, in accordance with the terms of a general interim development order which the Minister of Health is under an obligation to make, or of special interim development orders which the Minister may make in respect of particular areas. The procedure on an application for permission to develop will, in all probability, be on similar lines to that already in force, but there are some slight alterations. If the local authority refuse permission or attach conditions they must state their reasons for so doing, and this may be of importance in that there are certain circumstances in which the local authority must not refuse their consent (see s. 10 (3) proviso). An appeal against a refusal or the imposition of conditions lies to the Minister, but it is not certain whether the jurisdiction of the courts would be taken away in a case where the local authority clearly (as deduced from the reasons stated by them for their action) had proceeded contrary to the express provisions of the Act or contrary to the governing provisions of the relevant order of the Minister, to which the power of the local authority to grant or refuse the permission or to impose the conditions is subject. The Minister's decision is final and inclusive, but again, in such a case as above, it is not clear whether the right of appeal to the court, on the ground that the local authority have done something which they had no power to do, is taken away. When the local authority refuse the application or impose any conditions they may make a contribution towards any damage or expenses which the applicant shows to their satisfaction that he is likely to suffer by reason of their decision, and the Minister in considering any appeal must take any such offer into consideration (s. 10 (4) (5)). This contribution is a purely voluntary one, and there is no right to compensation for injurious affection arising out of the refusal of permission or the imposition of conditions, except where a resolution to prepare a scheme is revoked in whole or in part by a subsequent resolution of the authority approved by the Minister or by an order of the Minister, in which case the Minister must, in giving his approval or making the order, secure this right to compensation to any person whose property has been injuriously affected by reason that the *Minister, on appeal made to him under an interim development order, has refused to grant the application or has imposed any condition* (s. 6 (5)), or except under s. 18 (2), which provides that "in awarding any compensation payable in respect of property injuriously affected by the coming into operation of any provision contained in a scheme, account shall be taken of any additional injurious affection of the property by reason that since the commencement of the Act the *Minister has refused, on an appeal* made to him under an interim development order, *to grant an application for permission to develop the property*, or that the *Minister has imposed any conditions* on the grant of such an application made since that date." It seems, therefore, that there must be an appeal to the Minister, against the refusal of an application or the imposition of conditions, as a condition precedent to a *right* to compensation."

Buildings and works which have been erected either before or after the approval by the Minister of the resolution to prepare a scheme may be removed, pulled down or altered, as also may buildings erected by virtue of a permission granted under an interim development order, if such buildings or works do not conform to the provisions of the scheme or their demolition or alteration is necessary for carrying the scheme into effect (s. 13). Compensation is payable only where the building or work was an existing building or an existing work, or where a use of a building or land which they have prohibited (under s. 13) was an existing use (s. 20 (2)). The definitions of "existing building," "existing work" and "existing use" in s. 53 therefore become of importance. It is to be noted that a building, work or use permitted under an interim development order is to be deemed an "existing" building, work or use.

The provisions as to compensation and betterment are extremely complicated and it is not possible to deal with them at any length in a short article of this nature. Generally speaking, the right to compensation for injurious affection by the coming into operation of a scheme, or by the execution of any work under a scheme is recognised, but the scheme itself may provide for the exclusion of such compensation in respect of injurious affection of property by the coming into operation of certain specified provisions, relating, *inter alia*, to the space about buildings, the size, height, design, etc., of buildings, or limiting the number of buildings. These specified provisions in respect of which compensation may be excluded are contained in no less than eleven paragraphs, on the majority of which exceptions and provisoes are engrafted. Only the most careful study of these sections can be of any use to solicitors advising clients as to the effect upon their property of schemes.

The Act contains provisions permitting the acquisition of land for the purposes of the scheme, and also for open spaces and playing fields in the area covered by the scheme, and also empowers the Minister of Health to acquire land for the development of, or the extension of existing garden cities, and to vest the land so acquired in the local authority or authorised association. Section 27 contains a new provision to the effect that where a scheme provides for the construction, widening or improvement of any road or street, and for charging the cost, or any part of the cost, upon the owners of adjoining land or other persons deriving benefit therefrom the scheme shall secure that the cost so charged shall not exceed the amount which would at the commencement of the works have been the cost of the street works if they had been carried out so as to comply with any enactments, bye-laws or regulations in operation in the area, and as respects matters for which no provision is made in any such enactments, bye-laws or regulations, so as to comply with such specification as the highway authority for the area would at the date of the commencement of the works have required as a condition of declaring the street to be a highway repairable by the inhabitants at large.

The schedules to the Act are of considerable interest and very great importance. It is only possible to refer now to Part II of the 1st Schedule, by which any aggrieved person who desires to question the validity of a scheme or of any provision thereof, on the ground that it is not within the powers of the Act, or that any requirement of the Act or of any order or regulation made thereunder has not been complied with in relation to the scheme may, within six weeks after the date of the notice which states that the scheme has been laid before both Houses of Parliament and is capable of coming into operation, appeal to the High Court. The appeal is similar to that under the Housing Act, 1930. Apart from this right of appeal a scheme is unchallengeable in any legal proceedings whatsoever. The scheme comes into operation at the expiration of the six weeks' period, unless quashed by the High Court.

The above summary contains only the barest outline of the effect of the new Act. It has been said to be a lawyer's Act,

but it is on the whole framed so widely that it will be a matter of great difficulty to challenge a scheme on any legal point. Nevertheless, it will, without doubt, affect all property owners in many ways which are difficult to appreciate, and a very close study of the Act is essential for the giving of competent advice. There are also some specific provisions with which it is possible to ensure that a local authority should comply, and there are various rights of appeal given to the Minister and to courts of summary jurisdiction as well as references to arbitration on the question of compensation.

The Medical Profession and the Law.

THE professional healer of to-day has the threefold status under our law of physician, surgeon and apothecary, and his recognition in the courts as such is bound up with the history of the two colleges and the hall respectively. By a statute of HENRY VIII, which does not appear to have been repealed, no physician or surgeon can practise as such within seven miles of the City of London until examined, approved, and admitted by the Bishop of London, or the Dean of St. Paul's—to be aided and advised, however, by experts. In the provinces the authorities are the local bishops and vicars-general, similarly advised, but in either case there is a saving for the privileges of Oxford and Cambridge Universities. If and when the Medical Acts are consolidated, this old statute might well be repealed. HENRY VIII's preamble may be of interest: "Foreasmuch as the Science & Cunning of Physick and Surgery (to the perfect knowledge whereof be requisite both great Learning and ripe Experience) is daily within this Realm exercised by a great multitude of ignorant Persons . . . Common Artificers, such as Smiths, Weavers, and Women, boldly and accustomably take upon them great Cures, and Things of great Difficulty, in which they partly use Sorcery and Witchcraft, partly apply such Medicines to the Disease as be very noious [noxious] and nothing meet, therefore, to the high Displeasure of God, great Infamy to the Faculty, and the grievous Hurt, Damage and Destruction of many of the King's liege people, most especially them that cannot discern the uncunning from the cunning." This preamble, making due allowance for the monarch's decorative verbosity, remains largely true, not excepting the reference to sorcery, which, in essence, underlies a vast amount of quackery. In effect, the medical profession is still protected, not for its own, but the public benefit. The protection is, of course, a partial one, for unqualified persons are freely allowed to take (but not to recover) fees for healing or attempting to heal the human body, with, however, certain statutory exceptions, as for example that contained in the Venereal Disease Act, 1917. The quack must not, under penalty, hold out to the public that he is a qualified man, but merely to assume, or suffer himself to be called "doctor" is not in itself an offence. Barristers, solicitors, and, it may now be added, dentists, are far more fully protected by law in the exercise of their professions, for the unqualified are virtually forbidden to compete with them.

By the common law a physician, but not a surgeon, could not recover his fees, and had to trust to the honour of his patients, see *Little* v. *Oldacre* (1842), Car & M., and cases cited. He shared that disability with a barrister, but does so no longer, unless he chooses to bind himself by the internal rule of the College of Physicians, which of course he is not obliged to do. He has much freedom in fixing the value of his services, and, except in the case of panel patients, has no scale fee other than his own. The law also recognises medical partnerships, and the purchase and sale of medical practices, as it does in the case of solicitors, but not barristers.

The medical man, however, still has certain legal grievances and entertains some of them with considerable justification. The outrageous practice of certain motorists in accepting his services after an accident, and then denying him his fee, or even his out-of-pocket expenses for splints, bandages, etc., was the subject of a previous note, 73 SOL. J. 534. Since that was written, the Road Traffic Act, 1930, has been passed, with its compulsory scheme of third-party insurance, but the doctor who by his skill reduces the amount to be paid in respect of a particular accident, often indeed saving the life of an injured person, receives no recognition under it. His fee might well be made a first charge on the moneys receivable under the policy, to be recoverable from the owner of the car if the driver was to blame. Both in that case and when the driver of the car, himself guilty of negligence, is the injured party receiving aid, a simple plan would be to give the doctor power to enter a "caveat" against the renewal of the licence for the car until his account had been met. The owner would then have to pay the doctor his reasonable fee, on pain of being forbidden to use his car the next year, so long as he remained in default. This would leave untouched the case of the pedestrian whose negligence, whether contributory or otherwise, had been a cause of the accident. In the vast majority of such cases, however, the injured pedestrian is a local inhabitant, against whom the doctor could proceed in the local county court without undue trouble. There is, of course, as pointed out in the previous note, the difficulty of finding contract when a doctor has been invoked to succour a severely injured or dazed person. In theory no doubt doctors can refuse to give their aid unless paid on the spot. In practice, however, they are good Samaritans, and should not be allowed to suffer for their humanity. Unless, therefore, the injured person is well enough to repudiate aid, and does so, a contract to accept it for a proper fee should reasonably be implied. The fact that a person is unable to refuse a doctor's services is good evidence that they are necessary, and so would be invoked if the injured one were in possession of his full faculties.

The question of the legal inviolability of confidence between doctor and patient is one on which the profession should not sleep. At present these confidences may be torn from a doctor in open court, on pain of imprisonment for refusing to divulge them. Just five years ago a question was asked in the House of Commons as to the guarantee given by the authorities of absolute secrecy in the venereal clinics, see 71 SOL. J. 626. The answer to that question by the then Parliamentary Secretary to the Minister of Health was: "We propose to give the matter very careful consideration." Three years later we commented (74 SOL. J. 525): "It is perhaps needless to add that the effect of the matter having received very careful official consideration is exactly the same as if it had received no consideration whatever." That was two years ago, and the result of the careful official consideration remains unchanged. As we then observed, it is difficult enough in itself to induce an uneducated man to consult a doctor if he knows he must reveal a moral offence to him, and, must be still more so if he knows that his disease may be revealed in every newspaper. Doctors in fact should claim that confidences to them were as sacred as those between solicitor and client, though perhaps one will have to go to prison for contempt of court before the law is changed. If the privilege is ever established by statute, it should be fortified, as that of solicitor and client is, by a veto on comment as to its exercise. For if a doctor could waive it in respect of one patient and claim it for the next, the obvious inference would be that the former had not, but the latter had something shameful to reveal.

The composition of the General Medical Council was subject to considerable criticism in the late *Dr. Arham's Case*, and a less unwieldy body, with fewer persons nominated by outside associations might be suggested. As a minor matter, the phrase "infamous conduct" in respect of erasure from the register is somewhat archaic. The word "disgraceful" is used in the Act as to veterinary surgeons, and even that is a strong

one to use in respect of the violation of a professional rule. Perhaps some such phrase as "an inexcusable breach of professional obligation" may be suggested.

The problem of a doctor's liability in certifying lunatics may also be mentioned, for the present situation can hardly be regarded as satisfactory. The profession, however, does not yet appear to have found a better solution.

Company Law and Practice.

CXLII.

THE PUBLICITY CONSEQUENT UPON A WINDING-UP.

We have recently been here discussing various questions which arise in connexion with a winding-up, and it therefore seems not inopportune to see shortly how the outside world is to be given notice of the fact that a company has ceased to be a going concern, and that its business, if and so far as it is being carried on, is only being carried on with a view to its beneficial realisation. First of all, s. 176 provides that, on the making of a winding-up order, a copy of the order must forthwith be forwarded by the company, or as may be prescribed, to the registrar of companies, who is to make a minute thereof in his books relating to the company. Rule 41 of the Winding-up Rules, 1929, provides for the Official Receiver forwarding to the Registrar of Companies a copy of the winding-up order, and also for him to give notice of the order to the Board of Trade, which, in its turn, is to give notice of the order in the *London Gazette*. The Official Receiver is also to send notice of the winding-up order to such local paper as the Board of Trade from time to time directs, or, in default of such direction, as he may select. In the case of a supervision order, the petitioner must have it advertised once in the *London Gazette* before the expiration of twelve days from its date. Thus, even if he fails to see any of the advertisements, any person who searches the file at Somerset House will find out whether the company is the subject of a winding-up order.

Where the winding up is voluntary the position is, of course, somewhat different, and is governed by s. 226, which requires a company registered in England to give notice of a resolution for voluntary winding-up, within seven days after the passing of the resolution, by advertisement in the *London Gazette*. But the searcher of the file at Somerset House will not be, or ought not to be, without notice of the winding-up, because s. 118 requires the forwarding to the Registrar of Companies of a printed copy of every resolution for winding-up, whether it be special, extraordinary or ordinary. I should perhaps add here, in order not to mislead anybody, that s. 118 does not require the registration of ordinary resolutions as a general rule, but only those of that rather curious and most uncommon type, under s. 225 (1) (*a*)—when the period, if any, fixed for the duration of the company by the articles expires, or the event, if any, occurs, on the occurrence of which the articles provide that the company is to be dissolved, and the company in general meeting passes a resolution requiring the company to be wound up voluntarily.

Section 280, which applies to every type of winding-up, by the court, or under supervision, or voluntary, requires that every invoice, order for goods and business letter issued by or on behalf of the company, or a receiver or manager of the property of the company, being a document on or in which the name of the company appears, shall contain a statement that the company is being wound up—a requirement which is, in practice, complied with by putting after the name of the company the words "in liquidation," and not by setting out any formal statement to the effect that "this company is being wound up." This section corresponds with s. 308, which imposes a similar obligation where a receiver or manager has been appointed, and it may be noticed that both the two functionaries, liquidator and receiver, are compelled to show the appointment of the other on their letter paper, etc.

A liquidator must notify the Registrar of Companies of his appointment (ss. 186, 250) so that in practice the Registrar has many sources of information as to the fact that a company is in liquidation. It will be seen, too, that the public is also in a position to find out, without much difficulty, if a company is in liquidation, though it may not always be possible to be certain of having the information within the first day or two after the liquidation becomes effective.

Quite apart, however, from these various provisions, designed, as they no doubt are, to protect third parties from the risks attendant upon dealing otherwise than through the liquidator, just as much as they are designed to give interested persons notice so that they may come in and prove, there are various means by which the ordinarily astute person may at least be put on inquiry as to the true position of the company. The most obvious instance of this is the necessity of advertising a petition for winding-up before it is heard in court—primarily, of course, this serves the purpose of giving persons interested the opportunity of expressing their views on the hearing of the petition, but it is also capable of being regarded as a warning. Rule 27 lays down the procedure with regard to advertising before the hearing, and it seems unnecessary to set it out here at any length, though one may say that it requires advertisement seven clear days before the hearing and once in the *London Gazette* and once in a London morning daily or a local newspaper, according to the situation of the company's registered office, or principal or last known principal place of business. Under r. 222 the court has power to abridge the time required for advertising, and it not infrequently exercises this power, particularly towards the latter end of July!

Again, it is necessary to examine the position with regard to voluntary winding-up separately. Take the case of a contemplated liquidation which is intended to be a members' voluntary winding-up—a declaration of solvency must be made under s. 230, and delivered to the Registrar for registration before the date of the sending out of the notices of the meeting at which the winding-up resolution is to be proposed, so that in such a case a search at Somerset House will reveal that there is something in the wind. In view of the fact that these declarations of solvency sometimes prove to have erred on the side of optimism, this warning may in some cases be a useful one.

On the other hand, if the winding-up which is in contemplation be a creditors' voluntary winding-up, the warning will take a different form. Instead of anything on the file of the company, there will be (or ought to be) an advertisement of the meeting of creditors under s. 238: this must be advertised once in the *London Gazette*, and once at least in two local newspapers circulating in the district where the registered office or principal place of business of the company is situate. This warning is of a more serious nature than that which one would get by discovering that a declaration of solvency had been filed. It will be seen from this short summary that the *London Gazette* is an absolute mine of information relating to companies, which are, or may be, approaching their ends, and anyone who studies the appropriate columns of the *London Gazette*, and searches the file at Somerset House, cannot go far wrong. So far as winding-up petitions are concerned, there is another source of information available, and that is the register of petitions kept in Bankruptcy Buildings in the Companies Department, from which one is enabled to see if a petition has just recently been presented.

In conclusion, every person should, at the present time, exercise a good deal of care in his business relations, and though it never pays to be unduly suspicious, there are many cases where the expenditure of a little time, and perhaps of a few shillings, before carrying out some business operation, or executing some order, may be amply repaid as a result of the information obtained.

(*To be continued.*)

A Conveyancer's Diary.

Transfer of Mortgage from One Joint Mortgagee to Another.

There is a point arising on s. 114 of the L.P.A., 1925, regarding the new form of transfer of a mortgage which has come to my notice in practice, and is, I think, of some interest.

A mortgage of freeholds was executed before 1926 in the usual form, in favour of A and B. In consequence of the transitional provisions the mortgaged property vested in A and B as joint tenants for a term of 3,000 years, subject to a provision for cesser corresponding to the right of redemption which at the commencement of the Act was subsisting with respect to the fee simple.

A being desirous of transferring his interest to B, that is done by adopting the statutory form (L.P.A., 3rd Sched., Form No. 1), relying upon s. 114 of the Act, A being expressed to transfer to B the benefit of the mortgage. The question is whether such a transfer was effectual. Section 114 enacts as follows :—

> (1) A deed executed by a mortgagee purporting to transfer his mortgage or the benefit thereof shall, unless a contrary intention is therein expressed, and subject to any provisions therein contained, operate to transfer to the transferee—
>
> (*a*) the right to demand, sue for, recover and give receipts for the mortgage money or the unpaid part thereof and the interest then due, if any, and thenceforth to become due thereon ; and
>
> (*b*) the benefit of all securities for the same and the benefit of and the right to sue on all covenants with the mortgagee, and the right to exercise all powers of the mortgagee ; and
>
> (*c*) all the estate and interest in the mortgaged property then vested in the mortgagee, subject to redemption or cesser, but as to such estate and interest subject to the right of redemption then subsisting.

The remainder of the section is not, I think, important for the present purposes.

The objection taken to the transfer in question is that there is no transfer from the " mortgagee." In the case in point " the mortgagee " is represented by A and B, who are joint tenants of the mortgage term and jointly entitled to the mortgage debt. And it is said that there being no transfer from A and B to B, the deed of transfer is ineffectual to pass anything to B, under s. 114.

Of course A might, using the old form, have released his interest in the mortgage term and the mortgage debt to B, and that would have been effectual, but that is not what was done in the case which I have in mind.

Now, I think it to be plain enough that the expression " the mortgagee " as used in s. 114 (1) must in the case under consideration mean " A and B," and there being no transfer from " A and B " to B, I do not see how the section can apply.

Consequently, in my view of the matter, the transfer from A to B of the benefit of the mortgage had no effect at all so far as the mortgage term was concerned and perhaps not in regard to the mortgage debt. Of course, if B paid valuable consideration for the alleged transfer, the deed could be set up as an agreement to transfer in proper form, and perhaps as creating a trust as between A and B, but in any case I should expect that B would have to bear the cost of perfecting his title.

A recent case of some interest is *Cousins* v. *Sun Life Assurance Society* [1932] W.N. 198.

Policy of Assurance in favour of Wife, M.W.P.A., 1882, s. 11.

On 18th April, 1911, the defendant society issued to the plaintiff a policy of assurance for £15,000 on his life expressed to be for the benefit of Lilian Cousins, his wife, under the provisions of the M.W.P.A., 1882. In October, 1912, the defendants issued to the plaintiff a similar policy for £3,000. All the premiums on both policies were duly paid by the plaintiff.

On 3rd October, 1931, Mrs. Cousins died, having by her will, made on 27th July, 1931, appointed the defendants W. H. C. and C. H. C. her executors.

The plaintiff contended that by reason of the death of his wife the sole beneficial interest in the policies was vested in him, and that he was entitled to surrender the policies and receive the surrender value thereof.

The executors of the wife claimed that the interest in the policies was vested in them, and the defendant society refused to pay the surrender value to the plaintiff unless the wife's executors joined in discharging the society from all liability.

It was held by Eve, J., that the policies created a trust in favour of the wife, but that her interest was only a contingent one, and upon her death in her husband's lifetime the trust failed for want of any continuing object, and that the statutory provision contained in s. 11 of the M.W.P.A., 1882, ceased to have any operation and that the policies and the moneys payable thereunder thereupon became the property of the plaintiff.

It is worth while looking at s. 11 of the M.W.P.A., 1882, which so far as material reads :—

> " A policy of assurance effected by any man on his own life and expressed to be for the benefit of his wife, or of his children, or of his wife and children, or any of them, or by any woman on her own life and expressed to be for the benefit of her husband and children or any of them shall create a trust in favour of the objects therein named, and the moneys payable under any such policy shall not, so long as any object of the trust remains unperformed, form part of the estate of the insured or be subject to his or her debts."

There have been a number of cases decided upon this section. It will for present purposes suffice to refer to only a few of them.

The first authority of importance is *Cleaver and Others* v. *Mutual Reserve Fund Life Association* [1892] 1 Q.B. 147.

That was an action by the executors of James Maybrick against an insurance company with which he had insured his life in favour of his wife, who murdered him. There were various points of interest raised in the action, but all that I am for the moment concerned with is the right of the executors of the husband to recover the policy money.

It was held by the Court of Appeal that the trust created by the policy in favour of the wife under s. 11 of the M.W.P.A., 1882, having become incapable of being performed by reason of her crime, the insurance money formed part of the estate of the insured, and that as between his legal personal representatives and the insurers, no question of public policy arose to afford a defence to the action.

The next case is *Re Browne's Policy* [1903] 1 Ch. 188.

In that case a man who had a wife and children effected a policy of assurance on his life under the M.W.P.A., 1882, s. 11. The policy was expressed to be " for the benefit of his wife and children." The wife died, and the man married again and had a child by his second wife. On his death : Held, that the widow and her child were entitled to participate jointly with the children of the first marriage.

In the course of his judgment Kekewich, J., said : " Regarding the case apart from the language of the Married Women's Property Act, 1882, one is met by the presumption, which is rather one of common parlance and common sense than of law, though it has been recognised by legal authority, that a married man speaking of his wife intends his wife at that time and does not contemplate one whom he may marry after her death, and the observation holds good respecting allusions by another to a given man's wife. But, in construing an instrument intended to make provision for a wife after the husband's death, this seems to lose weight, and is countervailed by the consideration that he in all probability intended to provide for her who survived him, and for that reason stood in need of provision."

Then there is *Re Collier* [1930] 2 Ch. 37.

In that case the facts were that, in 1876, a husband, during the lifetime of his wife, took out a policy on his life with an assurance company, whereby, after a recital that the assured, "for the benefit of his wife," in pursuance of the M.W.P.A., 1870, had proposed to effect an assurance on his own life for £500, in consideration of the payment of the premiums during the life of the assured, the company covenanted that the property of the company should be liable to pay to the executors, administrators and assigns of the assured the sum of £500.

In 1918 the wife died, and in 1929 the husband died without having married again. In 1891 the husband was adjudicated a bankrupt and obtained his discharge as from 14th April, 1899.

It was held that, upon the true construction of the policy and s. 10 of the M.W.P.A., 1870 (in effect reproduced by s. 11 of the M.W.P.A., 1882), the interest in the policy moneys vested in the husband and upon his adjudication in the trustee in his bankruptcy, subject to the trust in favour of his wife which enured for her benefit only if she survived her husband; with the result that as she died before her husband and before the fund fell into possession, the policy moneys belonged and were payable to the trustee in bankruptcy.

Clauson, J., expressed the view that: "The object of the Act of 1870 being to enable a husband to provide for his widow on his death, I am of opinion that the words 'for the benefit of his wife' mean for the benefit of his wife who should survive the assured and become his widow." His lordship added: "In view of the arguments placed before me I ought to express my opinion upon a further point. Assuming I am wrong in the construction I have put upon this policy and that upon its proper construction the words "his wife" mean the person who, at the date when the policy was taken out, was the wife of the assured, the question then arises, does the Act of 1870 enable a husband to create a trust for the benefit of a person who does not live to become his widow? In my opinion, the Act is aimed at enabling provision to be made for a widow and is so framed as not to give a husband power to confer the benefit of the policy upon any wife unless she, by surviving her husband, becomes his widow."

In his decision in *Cousins* v. *Sun Life Assurance Society*, Eve, J., followed the authorities to which I have referred.

The Irish case, *Prescott* v. *Prescott* (1906), 1 I.R. 155, was not followed either in *Re Collier* or in the instant case. It may be, however, that that case can be distinguished.

Landlord and Tenant Notebook.

Changing the Nature of the Thing Demised. I. Older Decisions.

Does a tenant who effects alterations commit an actionable wrong irrespective of whether the alterations be expressly prohibited by covenant and irrespective of whether they increase the value of the premises? The question has been the subject-matter of much conflict of judicial opinion; Lord Tenterden, in *Young* v. *Spencer* (1829), 10 B. & C. 145, said that the authorities were irreconcilable; and it will be observed that most text-book writers, when they come to deal with meliorating waste, become non-committal and commence their statements of the law with the impersonal "it appears that."

Young v. *Spencer* was a case in which the landlord had been awarded one shilling damages for waste against a tenant who had opened a new door in a wall facing other property belonging to the landlord. The lease was for seven or fourteen years, the cause of complaint arising in the fourth year. But the case is not an authority on the point under discussion, for a new trial was ordered on the ground that the jury had not been directed to consider the question of destruction of evidence of title. (In 1878, this kind of waste was considered, in a judgment of the House of Lords, to be theoretically absurd, owing to the modern practice of using maps and plans: *Doherty* v. *Allman*, 3 A.C. 709. Three years earlier Sir George Jessel, M.R., had pointed out that the doctrine had not been extended in modern times: *Jones* v. *Chappell*, *infra*. It does, of course, savour of biblical times, reminding one of references, in the Old Testament, to the removing of landmarks.)

Among the older authorities we find *Barret* v. *Barret* (1627), Het. 34, in which it was said: "Now the law will not allow that to be waste which is not any ways prejudicial to the inheritance," and *Cole* v. *Green* (1682), 1 Lev. 309, in which Lord Hale, trying a feigned issue directed by the House of Lords, came to a different conclusion, holding that it would be waste to pull down a brew-house and replace it by other buildings, though the rental value was thereby increased from £120 to £200, for, notwithstanding the melioration, there would be an alteration of the nature of the thing demised, and of the evidence thereof.

In a still older case, *Darcy* v. *Askwith* (1618), Hob. 234, it was laid down that a lessee had no power to change the nature of the thing demised, e.g., by turning meadow into arable land "because it disherits and takes away the perpetuity of succession, as villain fish, deer," but he may "better a thing in the same kind"; and this passage was cited with approval by Buckley, J., in the modern case of *West Ham Central Charity Board* v. *East London Waterworks Co.* [1900] 1 Ch. 624. I propose, however, to discuss the most modern cases in next week's "Notebook"; before dealing with them, mention must be made of a few decisions which bear on the question, and which have acquired a certain amount of notoriety.

Doe d. Grubb v. *Burlington* (*Earl of*) (1833), 5 B. & Ad. 507, was an action of ejectment for waste brought against a copyholder, who had demolished a barn, without the consent of the lord, because it was in a ruinous condition. The jury found that he had had no intention of rebuilding it at the time (though he had since done so); also that there was no damage to the inheritance. Applying *Barret* v. *Barret*, *supra*, the court ruled that there was technically an act of waste, but that by "another principle applicable to the law of waste" if the value were small the consequences of waste did not attend!

In *Smyth* v. *Carter* (1853), 18 Beav. 75, the tenant had set about pulling down a public-house, intending to replace it by a brewery. An injunction was granted by Lord Romilly on the ground that a lessee could be restrained from pulling down a house and building another which the lessor disliked, and that he was entitled to exercise his own judgment and caprice: it did not help the tenant that the new house was a better one.

While in *Jones* v. *Chappell* (1875), L.R. 20 Eq. 539, Sir George Jessel, M.R., dealing with a case in which saw-mills had been erected on vacant land, said "the erection of buildings upon land which improve the value of the land is not waste . . . You must prove an injury to the inheritance . . . I quite agree that it is not mere injury in the sense of value. You may prove an injury in the sense of destroying identity, by what is called destroying evidence of the owner's title" adding, as already mentioned, that the last-mentioned doctrine had not been extended in modern times.

ENFORCEMENT OF JUDGMENTS IN TASMANIA.

In connexion with Pt. II of the Administration of Justice Act, 1920, which provides for the enforcement in England, Scotland and Ireland of judgments obtained in any parts of His Majesty's Dominions outside the United Kingdom or in any territories under His Majesty's protection to which the Act extends, it is officially announced that the legislature of Tasmania has made reciprocal provision for the enforcement in Tasmania *inter alia* of judgments obtained in the High Court of England, the Court of Session in Scotland and the High Court in Northern Ireland, and that an Order in Council has accordingly been made extending Pt. II of the Act, in so far as it applies to England, Scotland and Northern Ireland, to Tasmania.

Our County Court Letter.

THE LIABILITIES OF HAIRDRESSERS.

THE dangers of unskilful treatment were illustrated in two recent cases. In *James* v. *Poppies Ltd.*, at Clerkenwell County Court, the claim was for £50 as damages for negligence in waving the plaintiff's hair, which was also to have been dyed two shades darker than ash plant. In the result, however, the hair turned green and black (with red patches), the defence being that (*a*) the dye was properly applied, on expert advice from a school of hairdressing; (*b*) the bad colours were due to the plaintiff's previous use of peroxide and ammonia. His Honour Judge Dumas held that negligence had been proved, but observed that damages were difficult to assess, inasmuch as (*a*) a woman's hair was not now her crowning glory, as she was no longer proud to sit on her tresses; (*b*) the latter were nowadays bobbed, shingled and otherwise maltreated. Judgment was given for the plaintiff for £27 and costs.

In *Rees* v. *Tovey*, at Cardiff County Court, the claim was also for £50 as damages for negligence during a permanent wave, whereby the plaintiff's head had been scorched, resulting in bald patches on the scalp, severe headaches, and consequent loss of weight owing to deterioration in health. The defence was a denial of negligence, and it was pointed out that no complaint was made at the time, but judgment was given for the plaintiff for £25 and costs. For previous cases hereon see the "County Court Letter" in our issue of the 5th March, 1932 (76 SOL. J. 162).

DOGS WORRYING SHEEP.

THE mode of preparation of the evidence is shown by two recent cases. In *Jones* v. *Mann*, at Ipswich County Court, the claim was for £5 as damages for the shooting of a white fox-terrier dog, which was a good ratter and had been a family pet for eight years. The plaintiff (a farmer) had discovered his dog dead near the lambing field of the defendant, who acknowledged shooting the dog while it was chasing the ewes. The plaintiff admitted having had three previous complaints, but contended that dogs were attracted by the defendant's bitch. The defendant's case was that, having observed a commotion in the fold, she shouted to the dog without effect, and subsequently shot it with a 410 single barrel gun, as a sheep was in actual peril. Corroborative evidence was given by the defendant's brother, and an inspector of the R.S.P.C.A. stated that the defendant's bitches were not in season. His Honour Judge Hildersley, K.C., held that the condition laid down in *Vere* v. *Lord Cawdor* (1809), 11 East. 569, was fulfilled, and that there was no evidence of a pre-arranged decision to shoot the dog. Judgment was therefore given for the defendant, with costs.

In *John Reay & Sons* v. *Robinson*, at Banbury County Court, the claim was for £50 in respect of damage to a flock of ewes and lambs by two dogs, one of which (a collie) was owned by the defendant. The other dog (a retriever) had been shot by a member of the plaintiff firm (on the instructions of a constable) and the damages comprised £30 for dead sheep (ewes at £3 each and lambs at 30s. each) and £20 in respect of deterioration in the rest of the flock through fright. The collie had escaped, but (on being identified later) was given an emetic by the constable, and had vomited fresh flesh—the defendant's explanation being that the dog was fed on mutton. A veterinary surgeon stated that the stomach of the retriever contained more wool than meat, and the collie's vomit revealed un-bled meat. The defendant's case was that four other dogs in the village resembled his collie, which was on his own farm at the relevant time. Corroborative evidence was given by the defendant's son and two employees, but it was admitted that the dog had been destroyed in anticipation of an order of the magistrates. His Honour Judge Drucquer gave judgment for the plaintiffs for the amount claimed, with costs. See also a "Point in Practice" hereon in our issue of the 9th July, 1932 (76 SOL. J. 491).

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Lawyers as a class did very well out of the English Revolution. Thus, for example, Sir Edmond Prideaux carved a very successful career out of the opportunities of the period. From 1643 to 1646 he was a Commissioner of the Great Seal. In 1648 he became Solicitor-General, but to his credit it must be added that he refused to have anything to do with the prosecution of Charles I. This did him no harm, however, for next year he became Attorney-General, retaining the office till his death. In 1658 he was created a baronet in consideration of "his voluntary offer for the mainteyning of thirty foot souldiers in his highnes army in Ireland." Besides all this, he was Postmaster for inland letters, which, in the days of the sixpenny post, meant an income of about £15,000 a year. No wonder, therefore, that he could afford to earn the reputation of "a generous person and faithful to the Parliament's interest. A good Chancery lawyer." What would have been his attitude at the Restoration one cannot tell, for he only survived Cromwell by about a year, dying on the 19th August, 1659.

PRAYER AND THE LAW.

"He wants to pray, but a court will not allow him." Thus a recent headline summarised the refusal of a prisoner's application for bail so that he might go to church and "commune with God." Since, however, iron bars make no cage for Omnipresence, the basis of the application seems unsound. Indeed, this particular attribute involves implications which brought another prisoner to grief when he was asked whether he had any friends who would act as sureties for him. "The Almighty is my friend," he replied. "Yes, yes," said the magistrate, "but can you give us the name of a friend living near?" "The Almighty is everywhere," was the reply. "I know," said the magistrate, "but I'm afraid we shall have to find someone of more settled habits." However, to return to prayer, retrospective supplication can hardly affect the facts of a case, good or bad. In a suit of the latter description, the plaintiff's junior once found his client, after an adjournment, with his head buried in his hands. "Well, Mr. Harris," he said, "I am afraid you must prepare for the worst." "No, sir," was the answer; "I have taken the opportunity of this adjournment to pray to Father Jehovah to put the words of Mr. Waddy into the hearts of the jury." "I fear," replied the man of law, "that even if Father Jehovah sent His Angel Gabriel to the jury, they would still find against you." They did.

PRISON TORTURE REVIVED.

Some recent reports of the torture or "third degree" alleged to be practised in certain American gaols carry the English mind back 200 years to the prison scandals as a result of which the Wardens of the Marshalsea and of the Fleet stood their trial for murder and robbery with violence. One prisoner confined in the 8 feet by 11 feet of an almost airless dungeon, had emerged mad, dying, filthy, naked and covered with the feathers of a mattress into which he had crept for warmth. Another man had died after confinement under the stairs in a hole as big as a large coffin. Yet another had for the amusement of his gaoler been fitted with some antiquated instruments of torture found in the prison; when the executor of another victim called at the prison, he was seized and locked in the strong room. The ruffians responsible had bought their offices for the purpose of extortion only. They were prosecuted as a result of the report of a Commission of the House of Commons, but between perjury and management of the juries, they were acquitted. In one case, the indignant judge at first refused to order the release of the accused. From these revelations, strangely enough, resulted the Charter of 1732, which established the Colony of Georgia for the purpose of giving broken men a new start in a new world.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Advertisement Hoardings as Breach of Covenant.

Q. 2536. It was decided some time ago that however strong a covenant barring assignment or under-letting, and however strong a covenant restricting the user to certain provisions, neither covenant would have the effect of preventing the erection of advertisements on the outside surface of the premises let. Could you inform me whether this is correct, and, if so, the reference to the case?

A. The required reference is doubtless *Stening* v. *Abrahams* [1931] 1 Ch. 470, but, although that case was decided in favour of the tenant, the proposition suggested by the questioner is too wide. It may be necessary, for example, to consider also the effect of a covenant "not to cut or maim any of the principal walls or timbers, or to permit any alteration in the architectural decoration of the building." Such a covenant was held to be infringed by the erection of an electric sign, in *London County Council* v. *Hutter* [1925] 1 Ch. 626. The *ratio decidendi* of that case was the embedding of iron brackets in the stonework, and the mere suspension of such a sign (without any interference with the structure) was held to be no breach of covenant in *Joseph* v. *London County Council* (1914), 111 L.T. 276. A jeweller's clock was also held to be permissible in *Bickmore* v. *Dimmer* [1903] 1 Ch. 158, as being reasonably incidental to the purpose for which the premises were let. If the advertisements belong to a stranger, the covenant will, therefore, not be construed so strongly in favour of the tenant who makes a profit by the sub-letting. Apart from the position as between landlord and tenant, it is also necessary to consider (if the building is in the country) whether the erection of advertisements may be prevented under county council bye-laws by virtue of the Advertisements Regulation Act, 1925.

Bastardy—Affiliation Order—Subsequent Marriage of Mother and Putative Father—Maintenance of Child—Mother's Remedies.

Q. 2537. A single woman obtained an affiliation order against a man in 1930. The man became in arrear with his payments for many weeks. The woman then married the man, and very soon after the marriage he began to indulge in a course of conduct (presumably with a view of making the woman's life so unhappy and miserable that she should leave him) which eventually caused her to leave him. The child did not live with the husband and wife and during the married life the man has not, in fact, contributed anything towards the child's support. What proceedings can the woman take to compel the man to maintain the child? The case of *Southeran* v. *Scott* decides that a woman married after an affiliation order has been made can enforce that order, but we can find no case where it has been decided that a married woman can enforce an affiliation order against her husband. The Legitimacy Act, 1926, has to be taken into consideration. The child's birth has not been re-registered, although it is not too late to do this. Has the woman any remedy in respect of the arrears up to the date of the marriage?

A. The position is complicated, but it would seem that the woman could proceed: (*a*) for an order of custody and maintenance under the Summary Jurisdiction (Separation and Maintenance) Acts, on proof of the necessary ground of desertion, or persistent cruelty, etc., and proof of the affiliation order, or of a declaration of legitimacy; or (*b*) an order under the Guardianship of Infants Acts; it is better that the child should be represented on the application, though the adjudication of paternity in the affiliation order and proof of the marriage ought to be held to establish legitimation. It is doubtful whether the arrears which accrued before marriage are enforceable, though there seems no reason why the rule laid down in *Boyce* v. *Cox* (1921), 66 Sol. J. 142; 85 J.P. 279, should not apply to a child, *primâ facie* illegitimate, of a man whom the mother afterwards marries. There is a useful discussion of these points at p. 139 of vol. 87 of the "Justice of the Peace." To the cases there mentioned must be added *Jones* v. *Jones* (1929), 73 Sol. J. 192; 45 T.L.R. 292.

Rent Restrictions Act—Alternative Accommodation.

Q. 2538. A is the owner of a freehold property, and the upper portion, comprising three rooms and a scullery, are let to a controlled tenant, B. A occupies the lower portion of the property and proposes to purchase a house in the neighbourhood which is vacant and therefore decontrolled, and offers B the upper portion, which comprises three rooms with the joint use of scullery. B refuses to move, and A cannot afford to purchase the new house unless he can sell his present house with vacant possession. The following points must therefore be decided:—

(1) Can A, by offering to B the upper portion of the new property as alternative accommodation on agreement at the rent already paid by B, affording security of tenure reasonably equivalent to the security afforded by the Act, satisfy s. 5 (*d*) of the Act of 1920 as amended?

(2) If so, is there a form of precedent for such an agreement?

(3) Is the alternative accommodation sufficiently similar to be offered as such?

(4) Is there any other method, apart from finding alternative accommodation elsewhere, by which A can compel B to move?

References to cases and sections will be appreciated.

A. The answer to all four points is "no," since A does not require the controlled upper portion for his own occupation. If he did, and offered alternative accommodation suitable to the satisfaction of the court, then he might succeed under the Rent Restrictions Act, 1920, s. 5 (1) (*d*).

Mortgage of Land—Subsequent Agricultural Charge—Right of Mortgagee to Take Possession of Growing Crops.

Q. 2539. A mortgaged to B a freehold farm, prior to the Agricultural Credits Act, 1928, and A is in possession. Since the date of the mortgage A has given a charge to a bank under the Agricultural Credits Act, 1928. The bank have expressed their intentions of exercising their powers of realising their security at Michaelmas next. What is the position of the mortgagee? Has he a right to sell growing crops, and is he entitled, on the exercise by the bank of their intention, to the tenant right and valuation, or does this pass to the bank by virtue of their charge? Does the fact of the owner being in occupation entitle him to sell everything on the farm at Michaelmas next, or does the custom of the country prevail, and entitle the mortgagee to require the farm to be left with the usual valuation? What are the precise powers of the mortgagee in respect of the growing crops, crops severed, tenant right valuation, manures and straw, both as against the bank and A?

A. Section 8 (6) of the Agricultural Credits Act expressly postpones a mortgage of land made "after tne passing of the Act" (which must be taken to mean the date of the giving of the Royal Assent, 3rd August, 1928, and not the date of commencement, 1st October, 1928: *R.* v. *Smith* [1910] 1 K.B. 17) to a subsequent agricultural charge as far as growing crops are concerned. As to mortgages before 4th August, 1928, the common law priority is undisturbed. Therefore if B's mortgage was before the latter date he has a right to claim the land with the growing crops on taking possession or from demand of possession, if promptly followed by action: *Bagnall* v. *Villar* (1879), 48 L.J. Ch. 695; *Re Gordon, exp. Off. Rec.* (1889), 61 L.T. 299. In the latter case the mortgagee sold the crops off with the consent of the Official Receiver, but there is no authority for the proposition that a mortgagee has a right to sell (except by consent) apart from the land. (See as to fixtures: *Re Yates, Batcheldor* v. *Yates* (1888), 38 Ch. D. 112, distinguished in *Small* v. *N.P. Bank* [1894], 1 Ch. 686; *Johns* v. *Ware* [1899] 1 Ch. 359). The custom of the country only applies as between landlord and tenant. The mortgagee has no rights with regard to severed crops or manure. His remedy is to take possession whilst the crops are growing. He might then perhaps by arrangement with the bank (but not safely otherwise) sell the growing crops apart from the land.

Reviews.

A Lawyer's Notebook (Anonymous). Introduction by ALEC WAUGH. 1932. Crown 4to. pp. 246. London: Martin Secker. 5s. net.

This book, with an introduction by Mr. Alec Waugh, who fully informs his readers of the author's personal habits and tells them when and what he eats and drinks, consists of a mixture of musings and epigrams, with paragraphs expanding into short essays, without any underlying sequence. The author is a solicitor, a scholar, and a literary man, whose identity would not require a Sherlock Holmes to detect, even from the internal evidence of the book itself. Holding very decided opinions upon modern politicians, bureaucracy, jazz music, prohibition, heavy taxation, the divorce law, and other matters, he has no difficulty in expressing them with point and pungency, and has produced a very readable book. Possibly it may give the best entertainment if opened at random, and this is the course he himself recommends on the last page. For thirty years or more he has had a wide personal acquaintance with celebrities of all sorts, but principally literary, and the reader will find some interesting details of them. He will probably find most entertainment, however, in the workings of the author's mind, freely and frankly expressed, sometimes in language rather more robust than a Victorian schoolmistress would have approved. In a second edition "Lespinasse the law reporter" (p. 43), will no doubt be denied the extra inch which he has been given, with the usual consequences, and the Incest Act receive its proper date on p. 234. Probably also, if the author refreshes his memory by a glance at s. 8 of the Anatomy Act, 1832, he will modify the statement on p. 71 that a testator cannot legally dispose of his body.

Notable British Trials: Trial of John Watson Laurie. Edited by WILLIAM ROUGHEAD. 1932. Demy 8vo. pp. xiii and 285. Edinburgh and London: William Hodge & Co., Ltd. 10s. 6d. net.

As the Lord Justice-Clerk said in his charge to the jury, this is "certainly one of the most remarkable cases that have ever come before a court of justice," though not from the legal point of view, for it turned entirely on the inferences to be drawn from circumstantial evidence.

Many things combined to make it extraordinary—the incredible atrocity of the murder, the apparent inadequacy of the motive, the astonishingly reckless conduct of the murderer during the five weeks that he eluded the police, the narrow majority by which the jury convicted, the maudlin sentimentality lavished on the condemned man, and finally his reprieve on the ground of insanity, followed by forty-one years captivity.

The editor of this volume has already dealt with the crime in his "Twelve Scots Trials," but his introduction to the full text of the proceedings now published affords a much more detailed analysis of all the circumstances. The present volume is one of the best of the series which it continues.

It should be added that this is not a book for the squeamish, who would do well to skip the twenty pages of Dr. Gilmour's detailed evidence as to the condition of the corpse found on the hillside. Poe at his most horrifying, Baudelaire in "Un Voyage à Cythère," never provided such a basis for a sermon on the text "memento homo"—corruption calculated to inspire such a change of mind as came upon Francis Borgia by the open coffin of the once lovely Isabella of Portugal.

Books Received.

The Solicitors Act, 1932. By W. E. WILKINSON, LL.D.(Lond.), a Solicitor of the Supreme Court. Medium 8vo. pp. v and 49. (Index xxiv). London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ltd. 3s. 6d. net.

The Law of Gaming and Betting. By C. F. SHOOLBRED, B.A., LL.B. 1932. Demy 8vo. pp. xxix (with a Foreword by The Hon. Mr. Justice MCCARDIE, Table of Cases, Table of Abbreviations and Table of Statutes) and (with Index and Appendices) 244. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

The Carrier's Liability. By ERIC G. M. FLETCHER, LL.D., B.A. (Lond.), Solicitor. 1932. Demy 8vo. pp. xvi and (with Index) 281. London: Stevens & Sons, Ltd. 12s. 6d. net.

The Law of Arbitration and Awards. By HORACE S. PALMER, M.A. (Oxon), of the Inner Temple, Barrister-at-Law. 1932. Demy 8vo. pp. xx and (with Index) 160. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

Quasi-Contract. By ROBERT H. KERSLEY, M.A., LL.M. (Cantab.), Solicitor. 1932. Demy 8vo. pp. viii and 50. London: The "Law Notes" Publishing Offices. 5s. 4d. post free.

The British Year Book of International Law. 1932. Thirteenth year of issue. Royal 8vo. pp. vi and (with Index) 250. London: Humphrey Milford, Oxford University Press. 16s. net.

Wolstenholme's Law of Landlord and Tenant. Second Edition. 1932. By W. G. H. COOK, LL.D. (Lond.), of the Middle Temple, Barrister-at-Law. Crown 8vo. pp. xxiii and (with Index) 157. London: Butterworth & Co. (Publishers) Limited. 5s. net.

Malayan Legislation and its Future. By ARTHUR KOBERWEIN À BECKETT TERRELL, M.A. (Oxon), of Lincoln's Inn, Judge of the Supreme Court of the Straits Settlements and Federated Malay States. Foreword by The Honourable Mr. Justice DU PARCQ. 1932. Medium 8vo. pp. 91. Singapore: The Malaya Publishing House, Limited. 6s. net.

Great Britain and the World Economic Crisis. By Professor J. H. JONES. 1932. London: Gee & Co. (Publishers) Limited. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Obituary.

MR. J. G. JOSEPH.

Mr. Joseph George Joseph, B.A., LL.B., barrister-at-law, of Harcourt Buildings, Temple, and the Oxford Circuit, died in a nursing home after an operation on Friday, the 5th August, at the age of sixty-four. Mr. Joseph was educated at London University, and was called to the Bar in 1890.

MR. C. R. BRADBURNE.

Mr. Charles Randal Bradburne, Official Solicitor to the Supreme Court of Judicature since 1920, died after an operation in London, on Thursday, the 4th August, at the age of sixty-six. Mr. Bradburne was educated at Marlborough College and Trinity College, Oxford, and, after taking his degree in law, served his articles with the firm of which the senior partner was the late Mr. H. L. Pemberton, who was himself official solicitor for over thirty years. He was admitted a solicitor with honours in 1891, and after some years as managing clerk at the Official Solicitor's Department, he was appointed to a clerkship in the Lunacy Office at the Law Courts. He reached the position of chief clerk in that department, and in 1920, on the death of Mr. Rhys Roberts, he was appointed Official Solicitor. Mr. Bradburne was a keen fisherman and a good shot.

MR. F. HOWARTH.

Mr. Frederick Howarth, the oldest solicitor in Bury, and senior partner in the firm of Messrs. Howarth, Son and Maitland, died on Monday, the 8th August, at the age of seventy-nine. He was admitted a solicitor in 1887. Mr. Howarth had been hon. secretary of the Central Conservative Club and Unionist Association for many years, and was also a prominent Freemason.

MR. W. CLARKE DEAKIN.

Mr. William Clarke Deakin, solicitor, a member of the firm of Messrs. Clarke Deakin & Deakin, of Northwich, died in a Hartford nursing home on Thursday, the 21st July, at the age of sixty-seven. Mr. Deakin, who was educated at Sir John Deane's Grammar School, served his articles with the late Mr. John Henry Cooke, of Winsford, and was admitted a solicitor in 1889. He commenced practice in Northwich on his own account in 1891. In 1924 he was appointed Registrar of Northwich and Winsford County Courts, and in 1929 he became Registrar of Runcorn County Court. He was a past President of the Chester and North Wales Law Society.

MR. F. J. CHURCHILL.

Mr. Francis James Churchill, solicitor, a member of the firm of Messrs. Hewett & Churchill, of Reading, died at Caversham, Reading, on Friday, the 29th July, at the age of seventy-three. Mr. Churchill, who was admitted a solicitor in 1893, was for many years the Treasurer of the Reading and District Solicitors' Association.

MR. C. J. GROBEL.

Mr. Christian Joseph Grobel, solicitor, founder of and senior partner in the firm of Messrs. C. Grobel, Son & Co., of London, Harlesden and Golders Green, died, after a long illness, on Monday, the 8th August, at the age of sixty-one. Mr. Grobel was educated by the Jesuits in Paris, and was admitted a solicitor in 1903.

MR. W. WOOLLEY.

Mr. William Woolley, solicitor, senior partner in the firm of Messrs. Moody & Woolley, of Derby, died at his home there on Monday, the 8th August. Mr. Woolley, who was admitted a solicitor in 1882, was for many years Chairman of the Derby Gas Company, and was a director of the colliery firm of Messrs. Powell & Duffryn. He was a member of the Committee of the Meynell Hunt.

Notes of Cases.

High Court—Chancery Division.

In re **Chaplin : Neame** *v.* **Attorney-General.**

Maugham, J. 6th July.

WILL—CHARITABLE TRUST—HOME OF REST—NOT FOR THE RELIEF OF POVERTY.

The testator herein bequeathed certain property to trustees "to provide a home of rest that shall afford the means of physical and/or mental recuperation to persons in need of rest by reason of the stress and strain caused or partly caused by the conditions in which they ordinarily live and/or work." By the terms of the will, it was laid down that in regard to admission "the financial position of the candidate shall not be taken into account." This summons was taken out for the purpose of determining, *inter alia*, whether a good charitable trust was constituted.

MAUGHAM, J., in giving judgment, said that this case was indistinguishable from *In re Joanna James* [1932] 2 Ch. 25; 76 Sol. J. 146. The testator did not intend merely to relieve poverty, and the objects in order to be held charitable must be justifiable on other grounds. Farwell, J., in the earlier case, followed *In re Estlin*, 72 L.J. Ch. 687, declaring that the provision of a "Home of Rest" which he held to be "in the nature of a hospital" was charitable. Here, still stronger reasons led to the same conclusion, the home being specifically "to afford the means of physical and/or mental recuperation."

COUNSEL: *C. Dill; Formoy; Stafford Crossman*, for the *Attorney-General*.

SOLICITORS: *Tamplin, Ponsonby, Ryde & Flux*, for *Davenport, Jones & Glenister*, of Hastings and Eastbourne; *Treasury Solicitor*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Broken Hill Proprietary Co. Ltd. *v.* **Latham.**

Maugham, J. 21st July.

DEBENTURES—INTEREST AND REDEMPTION—ENGLISH AND AUSTRALIAN CURRENCY—CONTRACT TO PAY MONEY—CONSTRUCTION.

In 1920, the plaintiff company incorporated under the Companies Act, 1864, of the State of Victoria, issued 15,000 second mortgage debentures of £100 each. By each debenture it covenanted to pay the registered holder £100 and till redemption to pay £7 per cent. interest. The moneys were payable in Australia or London "at the registered holder's option," and the prospectuses inviting subscriptions were issued both in Australia and in England. From 1921 a register of debentures was kept in London in addition to the register in Australia. In 1931, at the last drawing of debentures for redemption, there were 6,535 on the Australian register and 137 on the London register.

MAUGHAM, J., in giving judgment, said that the question was whether interest payable by the company in London should be paid in Australian currency converted into sterling at the current rate or in sterling without allowance for conversion. The same question arose in connexion with the redemption of the debentures. A contract to pay money must be construed subject to any legislation as to legal tender. Thus a contract to pay pounds was not in 1920 a contract to pay in gold, but in the currency of the country where the payment had to be made. The contract in this case could not be held as referring to an Australian measure of value, for in 1920 there was no such measure of value as an Australian pound. As to whether there was implied in the terms of the option given to the debenture-holders a term that, should the exchange value of the pound in England and the pound in Australia be at any time to the disadvantage of the latter, the holder who asked for payment in London should accept

the English equivalent of the amount payable in Australia, his lordship could not come to that conclusion. The contract which was a commercial document must be construed according to the ordinary popular meaning of words. If there was any ambiguity the words being chosen by the company should be interpreted against it. Payment must accordingly be in sterling.

COUNSEL: *Spens*, K.C., and *Jenkins*; *Evershed*; *Archer*, K.C., and *Stamp*; *Vaisey*, K.C., and *Gordon Brown*; *Sir Gerald Hurst*, K.C., and *Buckmaster*.

SOLICITORS: *Blyth, Dutton, Hartley & Blyth.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Bryant *v.* Marx.

Lord Hewart, C.J., Talbot and Humphreys, JJ. 15th July.

MOTOR CAR—STANDING ON FOOTWAY—INFORMATION PREFERRED—ALLEGED OBSTRUCTION—"ROAD" INCLUDES FOOTWAY AS WELL AS CARRIAGE-WAY.

This was an appeal by case stated from a decision of Mr. Graham Campbell, a Metropolitan Magistrate, at Bow-street.

An information was preferred by the appellant, Police Constable Charles Bryant, under Regulation 74 of the Motor Vehicles (Construction and Use) Regulations, 1931, and s. 111 (3) of the Road Traffic Act, 1930, against the respondent, Miss Erica Elizabeth Marx, charging that on the 3rd December, 1931, she, being the person in charge of a motor vehicle on a road at Durham House-street, unlawfully allowed the motor vehicle to stand on that road so as to cause unnecessary obstruction. By Regulation 74 (1) of the Motor Vehicles (Construction and Use) Regulations, 1931 (S.R. and O., 1931, No. 4):—"No person driving or in charge of a motor vehicle when used on a road shall . . . (*b*) allow the motor vehicle or any trailer drawn thereby to stand on the road so as to cause any unnecessary obstruction thereof." At the hearing of the information it was proved or admitted—That the respondent was in charge of a motor vehicle which was standing on the pavement in Durham House-street from 3 p.m. to 5.30 p.m., in front of a lock-up garage and over a fire hydrant. No one wanted to make use of the garage or the hydrant during the time that the motor vehicle was standing on the pavement. Pedestrians were obliged to step off the pavement into the carriage-way in consequence of the presence of the motor vehicle on the pavement, but no actual obstruction of the carriage-way was caused. The magistrate dismissed the information, and took the point that the word "road" meant the carriage-way as distinct from the footpath, and that as the motor vehicle was not standing on the carriage-way no offence had been committed under that particular regulation.

Lord HEWART, C.J., said that he thought that the magistrate had come to a wrong conclusion. It seemed clear not only from the Road Traffic Act, 1930, itself, but also from decisions like *County Council of Derby* v. *Urban District of Matlock Bath* [1896] A.C. 315, that "road" included the footway no less than the carriage-way. The appeal would be allowed.

TALBOT and HUMPHREYS, JJ., concurred.

COUNSEL: *Vernon Gattie* for the appellant; the respondent was not represented.

SOLICITORS: *Wontner & Sons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Vincents of Reading *v.* Fogden

Humphreys, J. 15th July.

CONTRACT—MOTOR SALESMAN—EMPLOYMENT AGREEMENT—RESTRICTION ON SUBSEQUENT EMPLOYMENT—AGREEMENT IN RESTRAINT OF TRADE—VOID AND UNENFORCEABLE.

In this action William James Vincent and Harry Ernest Reed Vincent, who carry on business as motor car dealers under the style of Vincents of Reading, claimed from Terence Charles Fogden damages for alleged breach of an agreement dated the 16th June, 1930, and an injunction to restrain the defendant from continuing the alleged breach. Under the agreement of the 16th June, 1930, the defendant entered the service of the plaintiffs as a salesman. Clause 5 of the agreement provided: "The employed shall not for a period of three years from the termination of this agreement . . . carry on or be engaged or concerned in . . . the business of an automobile dealer or agent within 15 miles of Station-square, Reading." The defendant left the plaintiffs' employment on the 11th December, 1931, and in March, 1932, entered the service of City Motor Company, Ltd., by whom he had formerly been employed. That company were also motor car dealers, having a business of substantially the same character as that of the plaintiffs, and the defendant's duties as salesman were of a similar nature in both employments. His employment by City Motor Company, Ltd. was admittedly at premises within 15 miles of Station-square, Reading. The plaintiffs contended that the defendant had committed a breach of clause 5 of the agreement of the 16th June, 1930. The defendant pleaded that that clause was void as being in restraint of trade.

HUMPHREYS, J., said that from the cases which had been cited he deduced two principles: (1) a person seeking to enforce an agreement such as the present must show that it went no further than was reasonably necessary for the protection of his business; and (2) the employer must not take from the employee a covenant which protected the employer, after the employment had ceased, from the competition of his former servant. He referred to *Putsman* v. *Taylor* [1927] 1 K.B. 741, and *Bowler* v. *Lovegrove* [1921] 1 Ch. 642; 65 SOL. J. 397. After citing a passage from the judgment of Younger, L.J., in *Attwood* v. *Lamont* [1920] 3 K.B. 571, at pp. 589-591, his Lordship said that he had come to the conclusion that the clause was not reasonably necessary for the protection of the plaintiffs' business, and that it was unenforceable and void. Judgment for the defendant.

COUNSEL: *Croom-Johnson*, K.C., and *Valentine Holmes* for the plaintiffs; *S. K. de Ferrars* for the defendant.

SOLICITORS: *Kenneth Brown, Baker, Baker; Arthur Pyke and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.—Part II.

PRIVY COUNCIL APPEALS.

The Privy Council announces that the list of appeals to the Judicial Committee of the Privy Council for the year 1933 will be closed on 30th December, 1932, for the Hilary Sittings; 7th April, 1933, for the Easter Sittings; 26th May, 1933, for the Trinity Sittings; and 29th September, 1933, for the Michaelmas Sittings. Special attention is directed to the dates for closing the lists for the Easter and Trinity Sittings. All appeals to be heard during the respective sittings should be set down by the date named.

Societies.

British Medical Association.

The History of Forensic Medicine.

Sir William Willcox, presiding over the section of Forensic Medicine at the Centenary Meeting of the Association, spoke in his presidential address of the great advances made by medico-legal science in the last hundred years, before which time it had never been a specialised branch of medicine. It had grown so wide and had put forth so many branches that no medico-legal expert could claim to be a specialist in all of them; the saying: "A specialist is one who knows more and more about less and less" was as true of legal medicine as of any other department. The discovery of Marsh's test for arsenic in 1836 had been a great landmark, and in 1839 Orfila had shown that this poison could be detected in all the organs of the body. His deductions were applicable to all poisons and formed the basis of modern toxicology; it had been realised that the poison which killed the victim was that absorbed by the tissues and not that found in the stomach and intestines. In 1850 Stas had discovered a process for extracting alkaloids from viscera, and in 1903 Thorpe had introduced the electrolytic Marsh-Berzelius test for arsenic, which was in use at the present day.

The pioneer of modern scientific methods applied to problems of legal medicine was the great Home Office pathologist, Sir Thomas Stevenson, who had died in 1908. He had worked out methods of toxicological analysis which formed the foundation of present-day work; he had been a model of patience and scientific accuracy, and his evidence had carried much weight. He had set down every detail of his work on every case in a series of notebooks which had been preserved as an invaluable heritage for his successors and which were a monument to his greatness. He had given evidence in many famous cases, including those of *R.* v. *Lamson*, *R.* v. *Maybrick* and *R.* v. *Neill Cream*. Biochemistry, a subject which had made enormous strides in the last thirty years, had been richly applied to forensic medicine, and biological research had supplied the means of distinguishing blood in even the minutest stains and of differentiating between the blood of various mammals and of the four human groups. The study of forensic medicine, especially forensic toxicology, had given back to medicine much help in the development of pathological and pharmacological research. Sir William concluded by urging the necessity for a Chair of Forensic Medicine in London University, associated with a medico-legal institute equipped and staffed for research and post-graduate training.

Doctors and Death Certificates.

Dr. W. B. Purchase read a paper on the legal duty of medical practitioners in the certification of death. The law governing the issue of death certificates was, he said, contained in the Births and Deaths Registration Act, 1884:—

> "20. (2) In the case of the death of a person who has been attended during his last illness by a registered medical practitioner, such practitioner must sign and issue a certificate stating to the best of his knowledge and belief the cause of death."

The doctor shared with others about the deceased at the time of his death the common-law duty to inform the coroner of any circumstances which he had reason to believe would render an inquest necessary. Avory, J., had said (1914, 49 L.J. 713):—

> "In a criminal case the desire to preserve the confidential relationship which exists between a medical man and his patient must be subordinated to the duty which is cast on every good citizen to assist in the investigation of serious crime."

The class of case in which a coroner was put upon inquiry was that in which there was "reasonable cause to suspect that such person has died either of violence or an unnatural death or a death the cause of which is unknown" (Coroners Act, 1887, s. 3). Cases of violent and unnatural death might, said Dr. Purchase, crop up in every-day practice and present to the doctor a temptation to issue a certificate which just avoided the coroner being put upon inquiry. In all cases of doubt, the person to decide whether an inquest was necessary was the coroner. The causes of death which the practitioner was most likely to encounter were accident or injury; operative shock and/or anæsthesia; want, exposure or neglect by self or others; alcoholism, acute or chronic; drugs and drug addiction; and industrial disease. Accident and injury causes included septicæmia following stings and injuries; inflammation of the bone-marrow following falls, and abortion. Deaths from natural abortion were very rare, and when infection was present abortion was likely to have been unnatural.

Anæsthetic Deaths.

Although some authorities held that coroners did more harm than good by holding inquests in anæsthetic cases, coroner and doctor alike had to abide by the law. He asked how a death brought about by something external could possibly be "natural." Nowadays it was becoming the increasing practice of anæsthetists to administer "pre-medication"—a narcotic drug such as paraldehyde or nembutal—before the operation in order to render the patient drowsy and make it possible to use an anæsthetic like nitrous oxide which had a transitory action. Some of these drugs had delayed effects, especially on the liver and kidneys, and death might occur from them long after the patient had come round. Such cases presented a tempting position to the practitioner: should he issue a certificate giving as the cause of death the condition which had led to the operation, or should he boldly inform the coroner? These new "basal narcotics" were often used in cases where the patient was not considered fit to stand chloroform or ether—in cases where the risk was likely to be high in any event.

Cases of death due to neglect and want should be reported, even though the cause was entirely natural, because the Registrar-General required the information for statistical purposes. In cases of death due to alcoholism or drugs, questions of family scandal sometimes arose. The practitioner might be confronted by a dilemma: the deceased might have been a wealthy patient whose family were also patients. Dr. Purchase considered that the practitioner should issue a truthful certificate and impress upon the family that he was obeying the law, and that, if he evaded it, the facts might come to light in a less desirable and perhaps in a scandalous manner.

The Pathologist in the Coroner's Court.

Sir Bernard Spilsbury, who read a paper on this subject, said that pathology (the anatomy of disease) had developed very extensively in the last fifty years, but had only slowly been applied to medico-legal problems. Pathologists were even now seldom employed by coroners and police, but they were actually able to give even more important help to the court than to the hospital: in hospital unskilled pathological work might result in loss of scientific knowledge, but in criminal proceedings it might cause a serious miscarriage of justice.

A well-equipped laboratory was essential to the investigation of medico-legal progress, and the pathologist should have considerable experience of post-mortem work and morbid histology (the microscopic appearance of body cells in disease). It was not reasonable to expect a general practitioner to deal satisfactorily with medico-legal cases. The pathologist found a post-mortem examination doubly difficult if a general practitioner had performed one before him, and the more thorough the first examination the greater the difficulty. Nor was it satisfactory to ask a pathologist to make a microscopical examination of tissue removed by another hand. The materials sent were often not representative, and the pathologist's report might be very misleading. The general practitioner was in a dilemma when, having made a post-mortem examination in an apparently straightforward case, he found no satisfactory explanation of death. Sometimes he stated frankly that he had found no cause; sometimes, having missed the real cause, he fastened upon a common chronic process, such as chronic bronchitis; sometimes he invented a cause of death.

The Bentham Committee for Poor Litigants.

ANNUAL REPORT, 1931-32.

The report of the Bentham Committee for the year ending 31st March last shows that its third year has on the whole been successful and has confirmed its views as to the need for the services which it sets out to render.

Conduct of Cases.

The number of cases referred to the Committee by poor man's lawyers naturally forms a very small percentage of the total number of matters in which advice is given by them: but the cases requiring the Committee's assistance are increasing, and 445 new cases came in during the year as against 315 during the previous year. In addition 136 applicants by letter were put on the track of obtaining proper advice.

Fewer applicants than formerly were found to be beyond the Committee's limit of means, which is identical with that of the Poor Person's Committee, and is carefully enforced; on the other hand in a larger proportion of the cases investigated by the Committee it was found that there was not sufficient evidence to justify the case being proceeded with. A number of cases yielded to treatment by way of negotiation out of court, the Committee being sensible of the great importance

of supporting only unavoidable litigation and of the year's cases about 50 per cent. were dealt with in this way and 6 per cent. are still pending, while of the cases which came before the court 90 per cent. were successful.

The following is a summary of the cases taken up :—

Nineteen cases of workmen's compensation in which lump sum settlements and arrears of £1,565 16s. 2d. were recovered apart from weekly payments ordered ; and one inquest attended ; one application only was dismissed.

Seven cases of master and servant, £18 being recovered : in one the stamping of insurance cards was enforced and in another a marine discharge book recovered. One case where a servant was sued she was unsuccessfully defended. One applicant for the old age pension was successfully assisted.

Thirteen small cases of street accidents, £203 2s. 11d. being recovered and a claim for £40 being successfully resisted. Three small cases of injuries through defective pavements, £20 recovered. One damages for malicious prosecution, the plaintiff having been arrested on a trumped-up charge, £25 recovered.

Two separation agreements were arranged providing, respectively, for 25s. and 14s. per week. Fourteen separation, maintenance and custody orders were made for the wife, in two of which small arrears of £22 were ordered. Two cases, one from a Scottish agent for the poor, were unsuccessful. Also six maintenance cases for husband were successfully defended or orders reduced, and one unsuccessfully defended. Four affiliation cases were successful.

Five successful cases of misrepresentation on purchase of small businesses, £140 being recovered by settlement or proceedings, one case where the son had stolen the business from his aged mother was amicably arranged after issue of summons, back profits also being paid. One case where the withdrawal of moneylender's summons was obtained and his claim for £32 18s. 6d. waived, interest having been excessive. Two garnishee summonses defended and payment out obtained. One claim for policy moneys unsuccessful and dismissed with costs. One claim from school for boy's effects enforced. One letters of administration obtained for small builder creditor. One case where solicitors to an administrator were reported to The Law Society.

Six cases for possession and arrears against sub-tenants were successful. Three defences to possession by landlord were unsuccessful but extensions of time were obtained ; nine were successful ; while in one an attempt to increase rent was prevented and in another, by apportionment the rent reduced from 12s. to 5s. 10d. per week and arrears were reduced from £12 to £3 17s. 4d. Altogether negotiation prevented enforcement of alleged arrears of £173. One apportionment successfully settled. Three cases of nuisance and failure to repair were negotiated in favour of tenant.

The Poor Man's Lawyers.

In its capacity as the Executive Committee of the London Council of Poor Man's Lawyers, the Committee deals with many practical difficulties and questions of principle that arise in the course of the arduous and troublesome work of the Poor Man's Lawyer Centres, supplies temporary or permanent staff to Poor Man's Lawyer Centres, and helps in the fight against unsatisfactory "Legal Aid Societies" by making the Poor Man's Lawyer Centres more widely known to poor persons who are likely to be in need of legal advice.

There are now over forty centres associated with the Committee, some having ten or even more lawyers on their panel, and advice is given gratuitously to over 20,000 poor persons per annum. Police courts, county courts, and various charitable bodies now display lists of recognised Poor Man's Lawyer Centres, and local magistrates, the larger hospitals, and all Metropolitan factory inspectors receive the lists.

At the annual meeting of the London Council of Poor Man's Lawyers, held on the 18th March, 1932, and attended by thirty-four poor man's lawyers a number of resolutions were passed and it was proposed that a second meeting for further discussion be held later in the year. That part of the Bentham Committee which is appointed by the London Council of Poor Man's Lawyers was re-elected unchanged.

Twelve new poor man's lawyers have been found during the year where centres have grown or where resignations have occurred. On a number of occasions assistance of a poor man's lawyer has been provided in an emergency. In three centres a social worker has been provided. Rules for the guidance of centres have been drawn up and distributed as requested by the Council.

Two new centres have been established— one at the South London Mission and one at Southend.

The Committee's work, as at present organised, could not possibly be carried on without the assistance of the solicitors and barristers who conduct its cases voluntarily and gratuitously. The Committee is exceedingly grateful for this assistance, which is rendered at great personal inconvenience and expense.

The Committee's two anxieties are still to secure the assistance of a sufficient number of solicitors to cope with its work, and to collect the modest sum of money necessary to meet the expenses of its office. The Committee feels sure that the profession and the public will help it to surmount those anxieties.

Rules and Orders.

The Debtors Act (Matrimonial Causes) Jurisdiction Order, 1932, dated July 1, 1932, made by the Lord Chancellor, as to Jurisdiction under section 5 of the Debtors Act, 1869 (32 & 33 Vict. c. 62).

Whereas the jurisdiction and powers under the fifth section of the Debtors Act, 1869, now vested in the High Court, are at present assigned to and exercised by the Judge to whom bankruptcy business is assigned ;

And whereas bankruptcy business is at present assigned to the Chancery Division of the High Court ;

And whereas it appears to me desirable that with a view to the more convenient administration of justice the jurisdiction and powers under the fifth section of the Debtors Act, 1869, should, so far as they relate to default in payment in pursuance of any order or judgment made or given by a Judge exercising jurisdiction in matrimonial causes, be assigned to the Probate Division of the High Court and be exercised by any one of the judges of that Division :

Now I, the Right Honourable John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue of section 107 of the Bankruptcy Act, 1914(*) sections 57 and 60A of the Supreme Court of Judicature (Consolidation) Act, 1925, (†) and all other powers enabling me in this behalf, and with the concurrence of the Right Honourable Henry Edward, Baron Merrivale, the President of the Probate Division of the High Court, Do hereby order and direct as follows :—

1. The jurisdiction and powers under the fifth section of the Debtors Act, 1869, shall, so far as they relate to default in payment in pursuance of any order or judgment made or given by a Judge exercising jurisdiction in matrimonial causes, be assigned to the Probate Division of the High Court and be exercised by any one of the Judges of that Division.

2. Subject as aforesaid the jurisdiction and powers under the fifth section of the Debtors Act, 1869, shall continue to be assigned to and exercised by any Judge to whom bankruptcy business is assigned.

3. This Order may be cited as the Debtors Act (Matrimonial Causes) Jurisdiction Order, 1932, and shall come into operation on the 12th day of October, 1932.

Dated the 1st day of July, 1932.

Sankey, C.

I concur.
Merrivale, P.

* 4–5 G. 5, c. 59. † 15–6 G. 5, c. 49.

The Matrimonial Causes (No. 3) Rules, 1932. Dated July 11, 1932.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1.—(1) In Rule 14 of the Matrimonial Causes Rules, 1924,* the following words shall be omitted :—

"A copy of the Petition referred to in the affidavit must be annexed thereto and marked by the person before whom the same is sworn."

(2) In Appendix III of the Matrimonial Causes Rules, 1924, the following words shall be omitted :—

"A copy of which is hereunto annexed and marked with the letter A."

2. These Rules may be cited as the Matrimonial Causes (No. 3) Rules, 1932, and shall come into operation on the 12th day of October, 1932, and the Matrimonial Causes Rules, 1924, as amended,† shall have effect as further amended by these Rules.

Dated the 11th day of July, 1932.

Sankey, C.	*Rigby Swift*, J.
Hewart, C.J.	*Maugham*, J.
Hanworth, M.R.	*D. B. Somervell.*
Merrivale, P.	*A. W. Cockburn.*
P. Ogden Lawrence, L.J.	*C. H. Morton.*
A. A. Roche, J.	*Roger Gregory.*

* S.R. & O. 1924 (No. 126) p. 1691.
† *See* S.R. & O. 1925 (No. 74) p. 1536.

Legal Notes and News.

Honours and Appointments.

The Colonial Office announces that the King has been pleased to appoint ROBERT WILLIAM LYALL-GRANT, Puisne Justice, Ceylon, to be Chief Justice of Jamaica, in succession to Sir Fiennes Barrett-Lennard. Mr. Lyall-Grant was called to the Scottish Bar in 1903.

Mr. T. W. W. GOODERIDGE, Assistant Solicitor to the Hertfordshire County Council, has been appointed Assistant Solicitor to the Surrey County Council. Mr. Gooderidge was admitted a solicitor in 1910.

Wills and Bequests.

Mr. Arthur Edward Withy, solicitor, of Bath, who died on 23rd November, left estate of the gross value of £27,539, with net personalty £14,538. He left £100 to King Edward's School, Bath, for an annual prize to be awarded in his name to the best mathematical scholar of the year; £50 to the Bath Education Authority, for prizes for West Twerton Central School, to continue prizes hitherto given by him; £5 for each complete year of service (up to £50) to each member of the staff of Messrs. Withy, King & Lee, solicitors.

Mr. Frederick Ellen, retired solicitor, of Northampton, who died on 9th April, aged seventy-nine, left estate of the gross value of £9,649, with net personalty £5,804. He left £800 and 39, Clarence-avenue, Northampton, to his "friend and housekeeper," Harriet Ann Ashby.

Mr. Edward Lyon Taylor, solicitor, of Rochdale, left £28,544, with net personalty £27,393.

Mr. George Forbes Bassett, solicitor, of Rownhams, Hants, left £12,993, with net personalty £1,235.

Mr. Henry Chalker, solicitor, of Wakefield, left £72,377, with net personalty £65,776.

Professional Announcement.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

INLAND REVENUE.

The Board of Inland Revenue has selected Mr. W. R. Miller to fill the vacancy to be caused on 30th September next by the retirement of Mr. A. E. Shazell, Assistant Superintendent of Buildings and Supplies.

CHARTERED INSTITUTE OF SECRETARIES.

At the June examinations of the Chartered Institute of Secretaries the "Sir Ernest Clarke" Prize for the highest marks in the final examination was awarded to Richard H. Sandford-Smith of London. The "W. E. Wallace Memorial" Prize for the best paper on Secretarial practice was awarded to Frank E. Hartman, of Salisbury.

LEGAL EDUCATION.

It has been announced that the Lord Chancellor has appointed Lord ATKIN (chairman), Sir WILLIAM BEVERIDGE, K.C.B., Mr. T. H. BISCHOFF, Mr. L. DE GRUYTHER, K.C., Captain ERNEST EVANS, M.P., Mr. H. C. GUTTERIDGE, K.C., Mr. A. E. W. HAZEL, C.B.E., K.C., Professor J. D. I. HUGHES, Professor H. J. LASKI, Mr. A. D. MCNAIR, C.B.E., Sir HENRY M. RICHARDS, C.B., Sir CLAUD SCHUSTER, G.C.B., C.V.O., K.C., Mr. GAVIN T. SIMONDS, K.C., and Mr. T. HOWARD WRIGHT to be a Committee to consider the organisation of legal education in England with a view to:—

(*a*) Closer co-ordination between the work done by the universities and the professional bodies; and

(*b*) Further provision for advanced research in legal studies.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 25th August, 1932.

	Middle Price 10 Aug. 1932.	Flat Interest Yield.			†Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	104½	3	16	7	3	14	3
Consols 2½%	70½	3	10	11	—		
War Loan 5% 1929-47 Assented	98xb	3	12	0	—		
War Loan 4½% 1925-45	102½	4	7	10	—		
Funding 4% Loan 1960-90	106½	3	15	1	3	12	6
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	105½	3	15	10	3	13	11
Conversion 5% Loan 1944-64	113½	4	8	1	3	11	11
Conversion 4½% Loan 1940-44	107½	4	3	9	3	8	2
Conversion 3½% Loan 1961 or after	98	3	11	5	—		
Local Loans 3% Stock 1912 or after	83	3	12	3	—		
Bank Stock	310	3	17	5	—		
India 4½% 1950-55	100	4	10	0	4	10	0
India 3½% 1931 or after	77½	4	10	4	—		
India 3% 1948 or after	66½	4	10	3	—		
Sudan 4½% 1939-73	105	4	5	9	3	12	4
Sudan 4% 1974 Redeemable in part after 1950	104	3	16	11	3	13	10
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100	3	0	0	3	0	0
Colonial Securities.							
Canada 3% 1938	97½	3	1	6	3	9	5
*Cape of Good Hope 4% 1916-36	101	3	19	2	—		
Cape of Good Hope 3½% 1929-49	95½	3	13	4	3	17	3
Ceylon 5% 1960-70	108	4	12	7	4	9	8
*Commonwealth of Australia 5% 1945-75	99½	5	0	6	5	0	7
Gold Coast 4½% 1956	106	4	4	11	4	1	10
*Jamaica 4½% 1941-71	104	4	6	6	3	18	9
*Natal 4% 1937	101	3	19	2	3	15	1
New South Wales 4½% 1935-45	88½	5	1	8	5	15	7
*New South Wales 5% 1945-65	96½	5	3	8	5	4	5
*New Zealand 4½% 1945	99½xd	4	10	5	4	11	0
*New Zealand 5% 1946	103½	4	16	7	4	12	9
Nigeria 5% 1950-60	111	4	10	1	4	1	9
*Queensland 5% 1940-60	96	5	4	2	5	5	6
*South Africa 5% 1945-75	106½	4	13	11	4	6	9
*South Australia 5% 1945-75	98½	5	1	6	5	1	9
*Tasmania 5% 1945-75	99½	5	0	6	5	0	7
*Victoria 5% 1945-75	98½	5	1	6	5	1	9
*West Australia 5% 1945-75	98½	5	1	6	5	1	9
Corporation Stocks.							
Birmingham 3% 1947 or after	‡2½	3	12	9	—		
*Birmingham 5% 1946-56	110½	4	10	6	4	0	2
*Cardiff 5% 1945-65	109	4	11	9	4	1	10
Croydon 3% 1940-60	93	3	4	6	3	7	9
*Hastings 5% 1947-67	111½	4	9	8	3	19	4
Hull 3½% 1925-55	97½	3	11	10	3	13	4
Liverpool 3½% Redeemable by agreement with holders or by purchase	97	3	12	2	—		
London County 2½% Consolidated Stock after 1920 at option of Corporation	69xd	3	12	6	—		
London County 3% Consolidated Stock after 1920 at option of Corporation	83xd	3	12	3	—		
Manchester 3% 1941 or after	82½	3	12	9	—		
Metropolitan Water Board 3% "A" 1963-2003	83½	3	11	10	3	13	0
Do. do. 3% "B" 1934-2003	84xd	3	11	5	3	12	6
Middlesex C.C. 3½% 1927-47	97	3	12	2	3	15	3
Do. do. 4½% 1950-70	109	4	2	7	3	16	0
Nottingham 3% Irredeemable	81½	3	13	7	—		
*Stockton 5% 1946-66	109½	4	11	4	4	1	10
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	97	4	2	6	—		
Gt. Western Rly. 5% Rent Charge	108½	4	12	2	—		
Gt. Western Rly. 5% Preference	64xd	7	16	4	—		
L. Mid. & Scot. Rly. 4% Debenture	87½	4	11	5	—		
L. Mid. & Scot. Rly. 4% Guaranteed	68	5	17	8	—		
L. Mid. & Scot. Rly. 4% Preference	31½	12	14	0	—		
Southern Rly. 4% Debenture	92½	4	6	6	—		
Southern Rly. 5% Guaranteed	98xd	5	2	0	—		
Southern Rly. 5% Preference	49xd	10	4	0	—		
‡L. & N.E. Rly. 4% Debenture	78½	5	1	11	—		
‡L. & N.E. Rly. 4% 1st Guaranteed	55½xd	7	4	2	—		
‡L. & N.E. Rly. 4% 1st Preference	24½	16	6	6	—		

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.